

**AGREEMENT**

**BETWEEN**

**BETTENDORF HEALTHCARE MANAGEMENT LLC  
dba BETTENDORF HEALTH CARE CENTER**

**AND**

**SEIU LOCAL 199**

**Effective July 10, 2019 to July 9, 2022**

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## AGREEMENT

Agreement made and entered into this 10<sup>th</sup> Day of July 2019 by and between **BETTENDORF HEALTHCARE MANAGEMENT LLC dba BETTENDORF HEALTH CARE CENTER** ("Employer"), and **SEIU LOCAL 199**, located at 220 Lafayette St. #128, Iowa City, IA 52240 ("Union"), acting herein on behalf of the Employees of the said Employer, as hereinafter defined in Article 1, below.

### ARTICLE I.

#### RECOGNITION

Section 1. The Employer recognizes the Union as the sole and exclusive bargaining representative of all full-time and regular part-time, and PRN Employees. Employees employed by Bettendorf Health Care Center at its Bettendorf, Iowa facility, including all Licensed Practical Nurses, Certified Medical Assistants, Certified Nurses Aides, Resident Care Technicians, Charge Aides, Dietary Employees (Aides and Cooks), Housekeeping Aides, Activities Aides, Restorative Aides, Maintenance workers, and Laundry Employees ("Employees"), but excluding all other employed individuals, including but not limited to Registered Nurses, office employees, drivers, the Assistant Director of Nurses, the Dietary Supervisor, guards, managerial Employees and supervisors as defined in the Act. Nothing in this Article limits the Union's ability under the National Labor Relations Act to seek unit clarification or other appropriate rulings for newly created classifications.

Section 2. A "full-time" Employee means an Employee regularly and normally scheduled to work thirty-two (32) hours or more per week. A "part-time" Employee means an Employee regularly and normally scheduled to work less than thirty-two (32) hours per week, but who works an average of at least eight (8) hours per week. A 'PRN' employee means an Employee who does not work a regular schedule. The PRN Employee works on an 'as needed' basis. The PRN employee must work at least one eight (8) hour shift every 45 days. A PRN Employee who does not work at least one (1) eight (8) hour shift every 45 days will be considered to have voluntarily terminated.

## ARTICLE II.

### NO DISCRIMINATION

Section 1. Neither the Employer nor the Union shall discriminate with respect to employment by reason of Union membership or non-membership, race, color, creed, national origin, political belief, sex, gender identity, sexual orientation, age or handicap.

Section 2. Wherever the male or female pronoun is used in this Agreement it includes Employees of both sexes. Whenever the word shall or will is used, the understanding is that it means “must,” and that the right or responsibility is required or mandatory and the affected party must follow the language of the contract.

## ARTICLE III.

### MANAGEMENT RIGHTS

Section 1. Scope. Except when expressly limited or prohibited by this Agreement the Employer shall retain the right to manage the facility and its business, including but not limited to, the right to determine the length of the workday and the workweek, the work rules and when overtime shall be worked, to determine the starting and quitting time and the number of hours and shifts to be worked, to hire, promote, demote and transfer Employees, to determine the qualifications, efficiency and ability of Employees; to determine the workload and work performance level and to make or change reasonable rules, regulations and practices; to close down or move the business or any part thereof or curtail operations; to discontinue its business in whole or in part and to sell or dispose of all or any part of its assets and to participate in any form of reorganization described in the Internal Revenue Code; to control and regulate the use of machinery, equipment and other property of the Employer; to determine the number of Employees in each classification; to introduce new or improved methods or equipment; to determine the number and locations of operations; and otherwise, generally, to manage the facility and direct the working force. The above rights are not all inclusive, but enumerate by way of illustration the type of rights which belong to the Employer. The Employer may hire temporary workers when necessary (including the use of agency staff) to supplement its permanent workforce, but not to replace or layoff current bargaining unit employees or bargaining unit classifications. None of the rights expressed herein shall be used to avoid the other provisions of this Agreement. None of these rights shall be exercised in an arbitrary

or capricious manner. Nothing herein constitutes a waiver of the Union's rights under the National Labor Relations Act as it relates to outsourcing. If Employer chooses to outsource a department, Employer will notify the Union and proceed with the company providing the outsourcing service only after such company agrees to honor this Agreement, at which time the affected employees will be employees of such company and all rights of such employees in this Agreement will be between such company and such affected employees without any recourse to Employer.

Section 2. Handbook The Employer (a) may make or change reasonable rules, regulations and practices, and (b) has the right to make any changes in rules or policies necessary to comply with Iowa or Federal law impacting on licensing or operation of the Employer. Employees shall be required to comply with the rules as established by the state and city agencies governing the regulations of nursing homes as well as the rules developed by the Employer. Each employee shall be given a copy of the employee Handbook and any copies of any other rules or policies in whatever form. Employees shall be expected to comply with such rules, regulations and practices to the extent they do not conflict with this Agreement.

Changes to any rules, regulations, or policies must be communicated to Employees prior to them being held responsible for such changes. Where practicable and appropriate, the Employer will make an effort to post notice of any such change by the time clock or Facility bulletin board. This provision applies to changes to rules, regulations or policies affecting all Employees and does not apply to changes in individual job responsibilities, duties, or functions. Employer's failure to post any change in rules, policies, or regulations will not excuse an Employee's non-compliance with such change if the Employer communicated the change to the Employee within a reasonable period of time after the change took effect, but before any discipline is dispensed to the Employee related to that change. The Employer may, at its option, also have Employees sign a form indicating they have been apprised of the changes and willful and intentional failure to sign such acknowledgment may result in discipline up to and including termination.

The following provisions apply to modify the existing handbook.

1. Employees are not required to get permission from the Employer if he/she accepts outside employment.
2. Dress Code and Appearance. Employees may appear at work with unconventional streaks or highlights and hair coloring may be colors other than

blonde, black, brown, red, or grey. Tattoos are not required to be covered unless the subject matter of the tattoo is offensive to any resident or in the exclusive opinion of the Administrator. Facial piercings must be removed or covered.

3. Employment of Relatives. No employee will be terminated when two or more relatives are employed and one is hired or promoted to the supervisory role. One employee will be transferred into another department or to another shift, without loss of pay, hours, or benefits. The impacted employee must be qualified for the position transferred to. 'Relative' includes those listed in the handbook as well as cousin.
4. Rehiring of former Employees. Employees who are separated from employment as a result of the attendance and tardy policy will be eligible for re hire six (6) months after termination, however Employer has no obligation to re-hire in this situation.
5. The Code of Conduct and the Standards of Conduct and Compliance provisions will not restrict in any way any Title 7 Rights under the National Labor Relations Act.

Section 3 The parties agree that no practice prior to May 23, 2016 shall be binding unless specifically and explicitly provided for in this Agreement.

#### ARTICLE IV.

##### BULLETIN BOARD

The Employer shall provide the space for and also provide a locked bulletin board not to exceed 288 square inches where the Union may post notices of meetings and other information in no way derogatory of the Facility or any individual. The Employer will retain one key and provide a key to the Union.

#### ARTICLE V.

##### PROBATIONARY EMPLOYEES

Section 1. The probationary period of a new Employee, or an Employee hired after a break in continuous service, shall be ninety (90) days.

Section 2. The Employer will tell each new bargaining unit Employee during orientation that the Employees are represented by the Union and that a Union representative will be contacting them.

Section 3. In order to ensure that Employees fully understand their jobs as well as policies and procedures associated with them, all new Employees who have never worked in a skilled nursing

facility in a similar job will have a minimum period of training consisting of three shifts for which that Employee is expected to be scheduled; however, such period of training will not be less than twelve (12) hours. Such training time will be noted on the Employees' time cards. The person training new Employees should have appropriate skills and training to effectively convey the knowledge necessary for the new workers to perform their jobs.

Section 4. Probationary Employees do not, nor does the Union on behalf of the Employee, have standing to grieve any discipline including but not limited to coaching, write-ups, suspensions, or termination during their probationary period. Disciplines that occur within the first 90 days, if the Employee is retained after 90 days, will be included in the employees personnel file but will not count toward any future disciplines. The Employee begins with a clean slate (no previous discipline) after successfully completing the probationary period.

## ARTICLE VI.

### SENIORITY

#### Section 1. Definitions.

(a) Bargaining unit seniority is defined as the length of time an Employee has been continuously employed in any capacity with the Employer from the last date of hire.

(b) Job classification seniority is defined as the length of time an Employee has worked continuously in a specific job classification from the last date of hire within that classification.

#### Section 2. Accrual of Seniority.

(a) An Employee's seniority shall commence after his last hire in the case of bargaining unit seniority and after his last hire in a job classification, in the case of job classification seniority.

(b) Bargaining unit and job classification seniority shall continue to accrue during a continuous and approved medical leave of absence and layoff up to but not to exceed twelve (12) consecutive months.

#### Section 3. Loss of Seniority.

An Employee's seniority and/or his employment with the Employer shall terminate upon:

- (a) Resignation or retirement.
- (b) Discharge for just cause.
- (c) Absence for one (1) workday without notification to the Employer, unless failure to notify is due to circumstances beyond the Employee's control.

(d) Layoff for a period of twelve (12) consecutive months.

(e) Failure of an Employee to notify the Employer of his intent to report to work within twenty-four (24) hours of receipt of notice of recall from layoff or within ninety-six (96) hours of recall notice being sent, whichever is less, unless failure to give notice of intent to report is due to circumstances beyond the Employee's control.

(f) Failure to report to work at the termination of an authorized leave of absence or vacation, unless failure to do so was due to circumstances beyond the control of the Employee.

Section 4. Application.

(a) Bargaining unit seniority shall apply in the computation and determination for eligibility for all benefits where length of service is a factor pursuant to this Agreement.

(b) Job classification seniority shall apply only in layoffs and recalls as provided herein.

ARTICLE VI

LAYOFFS AND REDUCTION IN FORCE

Section 1.

In the event a need arises to reduce the number of Employees in a job classification by layoff, first consideration will be given to those who volunteer to take the time off. The order of layoff will be probationary Employees in the affected job classification, and finally to non-probationary Employees in the job classification by the reverse order of seniority, as long as the remaining Employee(s) also represent the most able person to remain in the position.

Section 2. Recalls.

(a) Whenever a vacancy occurs in a job classification, Employees who are laid off, who still retain seniority in that classification, shall be recalled in the reverse order in which they were laid off.

(b) All vacancies shall be filled by laid off Employees who can fill those such vacancies best.

ARTICLE VII

FILLING VACANCIES

Section 1 Job Posting.

Whenever a permanent job vacancy in the bargaining unit occurs, the Employer shall post a notice of such vacancy on the Employee bulletin boards until the position is filled. Priority consideration shall be given to qualified, eligible Employees (described below) who apply for the vacancy within 4 working days of the posting. After four (4) working days, the Employer need not give priority consideration to current Employees.

Section 2. Two or More Employees Applying. Where two or more Employees bid for such vacancy, the most senior qualified person from within the department (e.g. Nursing, Dietary, Housekeeping, and Laundry) shall get the job. An Employee who has received a second step (written) discipline in the prior 12 months is not eligible to bid on a vacancy. Probationary Employees are not eligible. If no qualified Employee from that department bids for the job, the Employer shall hire the most senior qualified applicant from other departments for the vacancy.

Section 3. No Internal Applicants or Internal Applicants Not Selected. If there are either no internal applicants within 4 working days of the posting of the vacancy, or the Employer chooses not to select any of the internal applicants, the Employer may hire outside for the vacancy. Upon request, the Employer will provide a written explanation to the internal applicants not selected for a job.

Section 4. Involuntary Transfer. In the event, the Employer involuntarily transfer an employee into a vacant position, such involuntary transfer may not last more than thirty (30) calendar days. The Employer must fill the vacancy on a temporary basis with an employee who is the least senior in the classification.

Section 5. Selection to Fill a Job and Probation. An Employee who is selected to fill a vacancy shall serve a new job probation period. Such a period shall be thirty (30) days. Such probation period shall not deny the Employee of his rights under the terms of this Agreement if such Employee has served the new hire probation period. If, however, he is removed from this job for reasons other than having his employment terminated for just cause during his new job probation period, he shall be returned to his former classification and job without loss of seniority or other benefits.

Section 6. Limitations. An Employee is limited to two successful bids in a twelve month period.

Section 7. Transfer to PRN status.

(a) An employee may request a transfer to PRN status. Employees will submit a request, in writing, thirty (30) days in advance of requested date of transfer. If an Employee is approved for such request, the transfer will take place on the requested date. If the transfer is not approved, the Employee may remain in his/her current position. Approvals or denials by the responsible administrator will be in writing within five (5) working days of the request. The Administrator's written response to the request will give the reason for the approval or denial and will be given to the Employee. A copy of the request and the response will be placed in the Employees personnel file. The responsible Administrator may, at her discretion, approve transfers requested with less than thirty (30) days notice if circumstances warrant a late request.

(b) The approval or denial of the request by the Administrator is not subject to the grievance procedure and there is no guarantee the Employee request will be approved. Approved transfers to and from PRN status are considered a 'successful bid' subject to the limit of two in a twelve month period according to Section 6 above.

(c) When an employee transfers to PRN status, the employee will be paid out his or her earned PTO/vacation time/pay on the next regular paycheck. They will not accrue any new benefits subject to any limitations this Agreement.

## ARTICLE VIII.

### HOURS OF WORK AND OVERTIME

#### Section 1. Work Day.

Absent extenuating circumstances, the regular workday shall consist of eight (8.5) hours (which includes a 30-minute unpaid lunch break) of work as set forth below, performed within the twenty-four (24) hour period beginning with the employee's scheduled starting time. The regular workweek shall normally consist of up to forty (40) hours and shall begin at 12:01 a.m., Sunday, and shall end at 12:00 p.m. midnight the following Saturday night for regular full-time Employees, except for night shift which, in order to accommodate a Friday and Saturday night weekend, shall begin at 12:01 a.m. Saturday and end at 12:00 midnight on the following Friday. Subject to the language in this Agreement, hours of duty, assignments, meal times and days off are scheduled by the department head or immediate supervisor so that there is no interruption of services to the residents.

Section 2. Overtime. An employee shall be paid time and one-half (1.5x) their regular pay for all hours worked in excess of forty (40) hours in any regular one week work period. There shall be no pyramiding or duplicating of overtime pay.

Section 3. Breaks. If an Employee works less than four (4) hours, no coffee or meal breaks are allowed or paid. The time at which an employee takes their break or meal period must be agreed upon by their supervisor. Lunch time break will be set by the supervisor. If the employee's work schedule includes a period of four (4) or more consecutive hours without a stop for meals, the employee shall take one (1) paid fifteen (15) minute break for each such period for which the employee works. If the Employee works 6 hours or more, they will be entitled to two (2) paid fifteen (15) minute breaks. As scheduled by the supervisor, an Employee who works at least six hours shall take a thirty (30) minute unpaid meal break. In the event the meal break is interrupted by the Employer for any amount of time for any work-related reasons, the Employee will be paid for the full 30 minutes. At the Employer's discretion, Employees may have the 30 minute lunch break auto-deducted from their time. If the time is auto deducted, but the employee does not end up taking a 30 minute lunch break, the employee must submit a missed-lunch form to have the time added back to their time sheet. Not taking a 30-minute lunch break can result in discipline as determined by Employer. If the Employee leaves the premises for lunch they must clock in and out, and they will not be auto-deducted for the lunch period. If the Employer does not deduct as 30-minute lunch break, the Employee must clock in and out for every lunch break even if they do not leave the premises.

Section 4. Work Schedule.

(a) The Employer will post the work schedule no less than two weeks in advance.

(b) Unless an employee has volunteered to work additional weekend hours or weekend hours exclusively (the choice will be noted in writing in an employee's personnel file) regularly scheduled weekend hours will be divided equally among the Employees in the department. Excluding a situation requiring mandation as described in this Agreement, the Employer will schedule Employees for additional weekends on a rotating basis. The rotation will begin with the least senior Employee. No employee will be scheduled to work additional weekend hours until the rotation has come back to them. The Employer will maintain a list or refer to the previous schedules so that each subsequent time additional weekends are required, the Employer will begin with the next more senior Employee.

(c) Every effort will be made to schedule mandatory staff meetings at a time that accommodates third shift Employees so that their normal sleep routine is not interrupted. All Employees returning

to the workplace for a mandatory staff meeting will be compensated a minimum of one and one-half (1.5x) regular pay rate. Hours and pay for attendance at mandatory staff meetings that fall under this provision will be noted on Employees' paychecks.

(d) Trading of shifts and days will be permitted if done twenty-four (24) hours in advance. Trading of shifts and days must be approved by the Department Head and must not result in overtime for either of the staff participating in the trade.

#### Section 5. Change of Schedule or Assignment and Reduction in Hours.

(a) Performance of the tasks necessary for the efficient operation of the Facility comes before any other consideration. The Employer retains the exclusive right to make assignment and schedule changes necessary to provide quality care to the residents consistent with regular job duties.

(b) In the event the Employer determines a change in schedules (not including a mandation situation) and/or assignments, the Employer must make such changes to the least senior Employees' schedules or assignments first. The Employer must give notice of the change in schedule or assignment 48 hours in advance. If such notice is not possible, the Employer may utilize the mandation process outlined below. If such least senior Employee refuses to accept such change with proper notice or is otherwise unavailable, the foregoing shall not excuse the more senior Employee from complying with such change. The Employer will maintain a list or refer to the previous schedules so that the next time a change of schedule or assignment is required, the Employer will begin with the next more senior Employee. Failure to comply with a change of schedule or assignment under this provision will be subject to discipline. The first refusal in a 12-month period will be considered a written discipline. The second refusal in a 12-month period is considered voluntary resignation.

(c) In the event the Employer determines that a reduction in employees hours for any reason, including low census, is necessary for efficient operation, the Employer will not reduce hours across the board in a particular classification to achieve the reduction. The Employer will reduce hours by first seeking volunteers. If no one volunteers, reduction in hours will then be by seniority by each shift as defined in this Agreement. To achieve the necessary reduction in hours necessary, the Employer must reduce the hours of the least senior employee on a shift first and work up to the most senior employee on that shift whether full or part-time. However, the Employer may reduce hours in other ways with written agreement of the affected Employee(s). Such written agreement will be placed in an Employee's personnel file.

## Section 6. Mandated Hours.

(a) Employees may, from time-to-time, be mandated to extend their shift up to four hours for a variety of reasons. All mandating of Employees shall be subject to the following rules:

For each departmental two-week schedule the Employer will, identify two Employees per shift (on a rotating seniority basis) as people who could be mandated if necessary. One will be the primary designee and the other the secondary designee.

(b) The next time the primary designee is scheduled, the person will be the secondary designee. The next time the secondary designee appears on the schedule, the person becomes the primary designee.

(c) The Employer and the Union agree to work together to develop a scheduling system to implement this provision within 60 days of the execution of this agreement.

(d) The Employer will pay any mandated hours worked at time and a half (1.5 x the Employee's hourly wage.)

(e) If the primary designee refuses such assignment (or two employees are needed for mandation), the Employer will mandate the secondary designee. If the secondary designee refuses such assignment, the Employer will seek volunteers to extend their shifts from among all Employees in the same classification on the shift where mandation is required. Volunteers will be paid time and one half (1.5x) their hourly rate of pay.

(f) If no employee volunteers, the Employer may mandate another non-designated Employee on that shift on a rotating basis of seniority. Those Employees will receive time and one half (1.5x rate of hourly pay plus \$1 per hour for mandated hours worked). The Employer will maintain a list of Employees who have been mandated to work as described so that each subsequent time it must invoke this clause, the Employer will begin with the next more senior Employee.

Failure to comply with mandation as described herein will be subject to discipline. The first refusal in a 12-month period will be considered a written discipline. The second refusal in a 12-month period is considered voluntary resignation.

Once an Employee agrees or is mandated to pick up a shift or assignment not originally scheduled, that becomes part of their schedule, and the Employee must follow all applicable rules concerning that shift or assignment, including but not limited to notification of absences and attendance policies.

ARTICLE IX.  
VACATIONS/PTO

Section 1. Vacation time is available to Employees hired before May 23, 2016 while PTO according to the Employee Handbook is available to Employees hired after May 23, 2016 as a reward for past service and for the express purpose of refreshing the mind and body. A vacation will not be allowed prior to completion of twelve (12) months of employment. The maximum vacation benefits are granted in the following manner:

Upon completion of one (1) year of continuous employment ... one week vacation.

Upon completion of three (3) years of continuous employment ... two weeks vacation.

Upon completion of five (5) years of continuous employment ... three weeks vacation.

Upon completion of fifteen (15) years of continuous employment ... four weeks vacation.

Section 2. Vacation pay shall be based on the number of hours paid to the Employee during the previous anniversary year, excluding any sick pay, accident and sickness benefit, workers' compensation or time spent on leave of absence. Upon a written request from the Employee, the Employer will provide that employee with his/her vacation total, but no more often than every three months. For each 174 hours paid, Employees accumulate 3.33 hours vacation if eligible for one week, 6.67 hours vacation if eligible for two weeks, 10 hours vacation if eligible for three weeks, and 13.38 hours vacation if eligible for four weeks.

Section 3. Vacation must be taken in increments of not less than eight (8) hours. Vacation pay for all vacation taken shall be paid with the first check following the Employee's vacation. When approved by the department supervisor, vacation that has been earned may be taken during the twelve months following the Employee's anniversary date at a time mutually agreed to by the parties. Priority in vacation scheduling will be given in order of bargaining unit seniority but decision of the Administrator is final. Unless unusual circumstances occur, vacations must be taken within the

twelve month period after the date earned or the vacation time is forfeited. Vacation time cannot be carried over from year to year.- Vacation schedule notification is the responsibility of the Employee.

Section 4. When resigning, the unused vacation time accrued will be paid on the final paycheck, provided the Employee has given the required two week notice. If proper notice is not given, the Employee will forfeit pay for any earned vacation time unless such lack of notice was because of reasons beyond the control of the Employee.

Section 5. Full-time Employees who voluntarily resign after twelve (12) years of continuous service with the Employer will be given a longevity bonus of Five Hundred Dollars (\$500.00).

Section 6. Vacation or PTO requests must be approved or denied by the Administrator according to the following provisions. Once approved, a vacation request can only be changed by mutual consent. Vacations will be scheduled on a "first come-first serve" basis. In the event of simultaneous requests, requests shall be granted in order of seniority.

Employees who request vacation/PTO with less than thirty (30) days notice shall find their own replacement.

Employees who request vacation/PTO with thirty-one (31) to ninety (90) days notice shall receive notification of approval or denial within ten (10) working days. The Employer will work to find coverage during the working days.

Employees who request vacation/PTO with more than ninety (90) days notice shall be approved. Approvals are based on the 'first come, first serve' basis or by seniority if a large number of requests are submitted for the same day(s). The Employer will find coverage for these requests.

Section 7. Beginning July 1, 2009, and continuing each July 1 thereafter, each Employee will have the opportunity to elect how he or she will receive his or her vacation payment for the next year. The options will consist of either payment as part of the first paycheck after the return from vacation (as outlined in Section 3 of this Article), or a separate check to be given to the Employee on the last day of work prior to vacation. Under the second option, the Employee will give the Employer thirty (30) days notice that the Employee is going on vacation and the date the separate vacation check will be required. Employer will post a reminder of the July 1 election date in order to

give Employees ample notice of how they wish to receive their vacation pay for the coming year. If an Employee does not elect, the Employer will continue to pay them as they were paid the previous year.

## ARTICLE X.

### HOLIDAYS

Employees will work at least four (4) holidays during the 365-day calendar year. If Employees in a department need to work more than four (4) holidays, additional holidays to be worked will first be added to the least senior employee in the department unless someone volunteers.

The Employer will maintain a list so that the next time the Employer needs to add an extra holiday to an Employee's schedule, the Employer will assign with the next more senior Employee.

Failure to comply with the assignment of an extra holiday is subject to discipline. The first refusal in a 12-month period will be considered a written discipline. The second refusal in a 12-month period is considered voluntary resignation.

Employees working on any of the following eight (8) holidays will be paid two (2x) times their regular hourly rate of pay, provided the employee works the employee's full shift for his or her scheduled shift prior to the holiday, if that shift is the day immediately before the holiday, and his or her shift scheduled after the holiday, if that shift is the day immediately after the holiday, unless the employee takes ill during either the shift prior or the shift after the holiday and must leave due to the illness. If the employee does not fulfill these conditions, the employee will be paid his/her regular hour rate for the hours worked on the holiday.

Christmas

Thanksgiving

New Years

Memorial Day

July Fourth

Employee's Birthday

Easter Sunday

Labor Day

Any employee working the 10:00 p.m. to 6:00 a.m. shift will receive holiday pay for working the eve of each holiday. For example: If an employee works Christmas Eve, they will be paid holiday pay. If an employee works Christmas Day, they will not. This applies only to the 10:00 p.m. to 6:00 a.m. shift.

During a holiday shift that pays two (2x) times the regular hourly rate of pay for all hours worked, Employer will not direct an employee from one classification not to report for work on the holiday, and replace that employee with an employee from another classification. In the event that an employee calls off on a Holiday, the Employer will make all reasonable efforts to replace that employee with another employee in that classification and will do so based on seniority in that classification.

If the Employee does not work on a holiday and has completed ninety (90) days of employment, the Employee will receive eight (8) hours of holiday pay at the regular wage rate for three (3) holidays per year as determined by the Employer.

## ARTICLE XI.

### SICK PAY

Sick pay is available to Employees hired before May 23, 2016 while those hired after May 23, 2016 will receive PTO as outlined in the Employee Handbook. The administration of this Facility views sick pay as a security benefit that enables you to meet your financial commitments even though you are ill. The longer you work and are not sick, the more security you will accumulate for the future. Permanent full-time and part-time Employees are eligible to receive sick pay benefits after six (6) months of continuous service. All time accumulates from day of hire.

For each 160 hours of work, an Employee accrues four (4) hours of sick pay credit. He may accrue up to 600 hours or seventy-five (75) days. Effective with the payroll checks distributed June 17, 2009, accumulated sick days will be reported on each check.

There is a two (2) day waiting period for sick pay benefits to start. If, however, the Employee is admitted to an acute care hospital for an overnight stay on the first day of illness or if the Employee is treated in the emergency room of an acute care hospital on the first day of illness, and submits a physician verification of treatment to the Administrator, sick pay benefits will begin on the first day of illness and the two day waiting period will be waived.

In order to receive sick pay, the following requirements must be met:

- (1) The Employee's supervisor must be notified as soon as possible before the scheduled start of duty.
- (2) A physician's certificate may be required for five (5) or more days of illness.

- (3) Paid vacation time will be considered as working time in figuring sick pay credits. The time spent on family and/or medical leave, or on any other leave of absence is not considered.
- (4) Unused sick pay accumulated is not payable upon termination.
- (5) Any Employee abusing the sick pay benefits will be subject to severe discipline, including discharge.
- (6) Sick pay can only be received for the Employee's own personal illness and not for an illness of another family member.

ARTICLE XII.  
HEALTH AND SAFETY

Any physical examination or testing required by the Employer including Mantoux or chest X-rays will be paid by the Employer provided the Employee uses the employer's physician for the exam and tests. Any Employee who chooses to use their own physician shall be reimbursed fifteen dollars (\$15.00).

Should this examination reveal a condition which requires medical treatment, such follow-up will be at the Employee's expense. The Employer reserves the right to terminate an Employee's employment if such follow-up is discontinued before he/she has been discharged by his/her physician.

The Employer agrees to provide a safe working environment for its Employees, and Employees recognize their responsibility to follow the Employer's safety rules and attend required safety meetings. Failure to address an Employee's written complaint involving a safety hazard shall be subject to the grievance procedure.

ARTICLE XIII.  
JURY DUTY

If an Employee is called for jury duty, he should notify the department head as soon as possible. Time will be granted for this service. If the jury pay is less than the Employee's salary at the Employer, the difference will be paid by the Employer. The Employee is asked to bring the check for jury duty to the office and arrangements will be made for reimbursements. Employees failing to meet these stipulations, will forfeit jury duty pay.

ARTICLE XIV.

LEAVE OF ABSENCE  
(FOR ABSENCES NOT COVERED  
BY FMLA)

Section 1. Leave. Leave of absence for absences from work not covered by FMLA, Family and Medical Leave (either because the Employee is not eligible for leave under FMLA or because the Employee needs a longer leave than allowed under FMLA) may be granted to any Employee for a period up to and including six (6) months. Leave of absence must be approved by the department head and the administrator in their discretion. Request for a leave of absence must be in writing at least two (2) weeks in advance of departure date. If a leave of absence under this Article is in addition to leave granted under the FMLA provision of this Agreement, the total leave under both Articles cannot exceed six (6) months.

Section 2. Holidays, Vacation, and Failure to Return to Work. A leave of absence is granted without pay and Employees are not entitled to paid holidays, or vacation accrual. Employees who fail to return on the agreed expiration date, or who have not requested and have an approved extension for valid reasons, will be considered self-terminated and will forfeit all accrued benefits, seniority and job rights.

Section 3. Return to Work. When an Employee returns from a leave of absence, the Employer will endeavor to place the returning Employee in a job as follows:

(a) An Employee returning from personal or medical leave is not entitled to displace any other Employees from their job or shift.

(b) The returning Employee will be offered employment in a job as comparable as possible to the job held immediately prior to the leave of absence. If such a job is offered and refused such refusal shall be treated as a voluntary resignation.

(c) If employment in a comparable job is not available, the Employee will be offered such other employment as may be available for which the Employee is qualified.

(d) If no other employment is available or the Employee declines such other employment as is offered under (c) above, the Employee will be placed on layoff subject to recall in accordance with the layoff provision of this Agreement.

Section 4. As a condition of reinstatement following any leave of absence for illness or accident, the Employer may request a medical release from the Employee's physician.

Section 5. Maternity Leave. Maternity leaves shall be granted in accordance with applicable law and statutes governing its use.

ARTICLE XV.

FUNERAL LEAVE

When a regular full-time Employee is absent from work because of the necessity of arranging for or attending the funeral of a member of their immediate family, the Employer will pay them for up to three (3) eight (8) hour days at their regular rate of pay provided:

(1) The Employee is on the active payroll on the date of the death of the member of their immediate family;

(2) The Employee notifies their supervisor of the purpose of their absence not later than the first (1st) day of such absence;

(3) Payment will be made for a day of absence only if such day is one of the three (3) days either commencing with the day such death took place or with the day immediately following the day of such death and is a day during which the Employee would have worked had it not been for the absence due to death;

(4) No payment will be made for any day of absence which is later than the day of such funeral, except where the Employee attends the funeral at a location where the necessary time for travel extends the absence beyond the day of such funeral (and in such cases with the Administrator's permission, additional days may be taken without pay); and

(5) The Employee when requested, furnishes proof satisfactory to Employer of the death, their relationship to the deceased, the date of the funeral, and the Employee's actual attendance at such funeral.

The immediate family is defined as father, mother, sister, brother, father-in-law, mother-in-law, wife, husband, child and grandparents.

Such time off shall not count as time worked for overtime purposes.

ARTICLE XVI.

PERSONAL LEAVES

Up to seven (7) days of unpaid leave may be granted at the discretion of the Administrator so long as these requests give sufficiently good reason to the Administrator and that they can be

completed within seven (7) days. Beyond seven (7) days, any request would be purely at the discretion of the Administration.

## ARTICLE XVII.

### GRIEVANCE PROCEDURE

Section 1. Definition and Process. A grievance is defined as any dispute or complaint arising between the Union and the Employer, or any of the Employees covered by this Agreement and the Employer, involving the performance, meaning, interpretation or application of the provisions of this Agreement. All time limits herein specified shall be deemed exclusive of Saturdays, Sundays and holidays. .During a grievance meeting, investigation, or any type of meeting between the Union and the Employer, all issues shall be discussed with mutual respect. Grievances shall be processed as described below.

For disciplinary grievances brought under the Discipline and Discharge Article of this Agreement, whether alone or in combination with other complaint related to the discipline:

Within ten (10) working days of the events giving rise to a grievance, or within ten (10) after the Union or the grievant knew or should have known with the exercise of due diligence of a contract violation by the Employer, the Union or the employee will present the written grievance to the Administrator. .

Five days after receipt of the grievance, the parties will hold a meeting to attempt to settle the grievance. The meeting will include management, the grievant, and a Union steward, At the discretion of the Union, the meeting may also include a staff representative of the Union. If the grievance is settled as a result of such a meeting, the settlement shall be reduced to writing and signed by the Employer and the Union. If no settlement is reached, the Care Center shall render a decision in writing within five (5) working days after the meeting.

For all other grievances as defined by this Agreement the process will be:

Step 1: Within five (5) working days of the events which give rise to a grievance an Employee having a grievance shall take it up with her immediate supervisor. The grievant may be accompanied by her Union Delegate. The Home shall give its answer to the grievant and/or her Union Delegate within three (3) working days after the presentation in Step 1.

Step 2: If the grievance is not settled in Step 1, above, the Union may present the grievance to the grievant's department head within three (3) working days after the answer in Step 1. The grievance shall be reduced to writing and shall include a description of the alleged violation, and the requested remedy. The department head shall attempt to adjust the grievance as soon as practicable, but in any case, she shall give her answer in writing to the Union representative within three (3) working days after the receipt of the written grievance.

Step 3: If the grievance is not settled in Step 2, the grievance may, within three (3) working days after the answer in Step 2, be presented in Step 3 to the Administrator of the Home or his designee. A meeting between the members of management, the grievant, her delegate and the Union representative shall be held within the next five (5) working days of receipt of the Step 3 grievance at a time mutually agreeable. If the grievance is settled as a result of such a meeting, the settlement shall be reduced to writing and signed by the Care Center and the Union. If no settlement is reached, the Care Center shall render a decision in writing within five (5) working days after the meeting.

Section 2. Time Limits Definition. All time limits herein specified shall be deemed exclusive of Saturdays, Sundays and holidays.

Section 3. Time Limits for Filing. A grievance must be raised, filed and/or appealed within the time limits set forth above, or the grievance shall be considered settled on the basis of the last answer given.

Section 4. Employer's Response. Failure on the part of the Home to answer a grievance at any point in the processes described above shall not be deemed acquiescence thereto, and the Union may proceed to the next step.

Section 5. Group Grievance. A grievance which affects a substantial number or class of Employees, which the Home representatives designated in Steps 1 and 2 lack authority to settle, may initially be presented at Step 3 by the Union representative.

Section 6. Grievants and a Union stewards involved in the processing of a grievance shall not be penalized in time or pay for doing so in a reasonable amount of time during working hours upon prior approval of the Administrator or designee.

## ARTICLE XVIII.

### ARBITRATION

Section 1. If a grievance, as defined in the prior Article is not settled in accordance with the provisions of that Article, the Union may refer the grievance to arbitration within ten (10) working days after the receipt of the Employer's answer in Step 3. The Employer and the Union shall select an arbitrator by agreement or from a panel of five (5) potential arbitrators requested by either party from the Federal Mediation and Conciliation Service. In the event that either party is dissatisfied with the names appearing on the initial panel list, such party may request a second panel list. When a satisfactory list is received, the Union and the Employer will alternate in making the first strike of a name from the list. The parties shall continue striking names alternately until one name remains. This person shall be the arbitrator.

Section 2. The fees and expenses of the arbitrator shall be shared equally by the Employer and the Union.

Section 3. The arbitrator shall have no right to amend, modify, nullify, ignore, add to or subtract from the provisions of this Agreement. The arbitrator shall have jurisdiction only over disputes arising out of grievances, as defined herein. The award of the arbitrator shall be final and binding upon the Employer, the Union and Employees involved.

## ARTICLE XIX.

### NO STRIKE - NO LOCKOUT

Section 1. No Strike or Other Stoppage. It is agreed that during the term of this Agreement there shall be no strike of any kind, which shall include sympathy strikes, slowdowns, or other types of work stoppages and interference, which shall in any way hinder, delay, limit or suspend the continuity or efficiency of any service of the Facility.

Section 2. No Union Encouragement. The Union and the Union officials and/or representatives agree not to coerce, instigate, induce, conspire with, intimidate or encourage any person to participate in any strike or work interference, slowdown or other work stoppage which could hinder, delay, limit or suspend the continuity or efficiency of any service of the Employer.

Section 3. Discipline for Striking or Other Stoppage. The Union specifically agrees that in light of the unique nature of the work of a health care facility and its Employees, that if bargaining unit members do strike, threaten to strike, slowdown or institute any work stoppage or work interference which in any way hinders, delays, limits or suspends the continuity or efficiency of any service of the Employer, any or all bargaining unit members participating in such activity shall be subject to disciplinary measures, including discharge, which shall not be subject to the grievance and arbitration procedures except to the extent necessary to determine that the individuals involved did in fact participate in the manner outlined in this Article.

Section 4. No Lockout. For the term of this Agreement, the Employer agrees that it will not occasion any lockout of its Employees as a form of economic pressure against its Employees in the recognized bargaining unit. The reduction or discontinuance of operations for economic reasons; embargoes, lockouts or strikes of any other employer which may affect Employer's operations or acts of God or other emergencies shall not be considered a lockout.

## ARTICLE XX

### PARTIAL INVALIDITY

In the event any of the provisions of this Agreement shall be or become invalid or unenforceable by reason of any Federal or State law now existing or hereinafter enacted, such invalidity or unenforceability shall not affect all the remaining provisions of this contract, and each and every other term, provision and condition of this Agreement shall be valid and enforceable to the fullest extent possible permitted by law; however the invalid or unenforceable provisions must be renegotiated.

## ARTICLE XXI.

### WAGES

Section 1. Wage Scale and Raises. It is agreed by the parties that May 23, 2019 the following hourly starting wages will be in effect:

|                              |          |
|------------------------------|----------|
| Licensed Practical Nurse     | \$20.00  |
| Resident Care Technician/CNA | \$12.50. |

This is a minimum, and can be increased based on experience up to \$13.70, with \$0.12 for each complete year of verifiable work experience after receiving certification verified by Nursing Aide Verification Service.

|                  |          |
|------------------|----------|
| Restorative Aide | \$12.50. |
|------------------|----------|

This is a minimum, and can be increased based on experience up to \$13.70 with \$0.12 for each complete year of verifiable work experience after receiving certification verified by Nursing Aide Verification Service.

|                      |         |
|----------------------|---------|
| Laundry Aide         | \$10.29 |
| Housekeeping Aide    | \$10.29 |
| Dietary Aide         | \$10.29 |
| Activities Assistant | \$10.29 |
| Cook                 | \$11.55 |
| Maintenance Worker   | \$10.29 |

Effective at the execution date of this Agreement all current Employees, other than a Resident Care Technicians /CNAs and Restorative Aides, will receive a two (2) percent increase in their base wage as of the date of execution of this Agreement. Resident Care Technicians /CNAs and Restorative Aides will receive a one (1) percent raise on October 1, 2019 in addition to the increases noted above (based on experience).

Employees will also receive a ratification bonus of \$125 for those on the payroll on July 10, 2019 on the first pay date after July 10, 2019. The bonus is payable on the paycheck covering hours worked on July 10, 2019.

Effective July 10, 2020 all Employees will receive a two-point-two-five (2.25) percent increase in their then-current base wage.

Effective July 10, 2021 all employees will receive two-point-five (2.5) percent increase in their then-current base wage, and all Employees starting wages other a Resident Care Technician /CNA and Restorative Aide, will be increased \$0.21.

Employees who are scheduled to work and work as OMT's will receive an additional \$.50 per hour for OMT work.

Both parties agree if the Employer requests to increase wages above minimums set forth in this agreement, it shall meet and open the contract for wages only. LPN starting wages are a minimum wage. New hires may be placed above the minimum, depending on years of experience. Current Employees with similar experience may be bumped up when a new hire with similar experience is paid more. Wages will be paid according to experience (*i.e.*, LPNs with 10 years experience will be paid more than those with less than 10 years experience).

Upon notice to the Union, to address staffing shortages, the Employer may offer at its discretion signing bonuses up to \$1,000 for new hires. If the Employer chooses to offer signing bonuses, it must offer referral bonuses to current Employees on the same terms and for the same period of time as the referral bonuses and for an amount not less than thirty (30) percent of the signing bonus for the new hire.

Checks will be issued by the Employer every other Wednesday. The Employer will have checks available for third shift Employees at the end of their shift, unless circumstances beyond the control of the Employer make it impossible to do so. If offered to other employed individuals of the facility not in the bargaining unit, Employees will have the option of having their paychecks deposited directly into their designated bank account. For any month in which an employee receives three (3) paychecks, there will be no deductions from the third check except taxes.

Section 2. Pay Discrepancies. Discrepancies in time cards and/or paychecks will be investigated by the Administrator within 48 hours upon the Employee proffering reasonable evidence of a problem of any such nature, the Administrator agrees to allow the Union or the employee access to the relevant documents, such as time cards which are in issue for any period up to one (1) year. In the event that the Employer has made a mistake in calculating an employee's pay, and the mistake is \$25 or more owed to the employee, the Employer agrees to follow up promptly to correct the mistake within three business days of verifying the mistake.

## ARTICLE XXII

### BENEFITS

Full-time Employees will be eligible to participate in the Employer's benefits package as it is offered to other employees not in the bargaining unit of the Employer, subject to the changes Employer makes from time to time which would be applicable to all individuals employed by Employer.

## ARTICLE XXIII

### CHECK OFF

Section 1. Dues and COPE Deductions. Upon receipt of a written authorization from an Employee in a form supplied by the Union, the Employer shall, pursuant to such authorization, deduct from the wages due said Employee each month, and starting not earlier than the first pay period following the completion of the Employee's probationary period, remit to the Union regular monthly dues and COPE contributions, as fixed by the Union in the case of Union dues and by the Employee in the case of COPE. The Employee may terminate Union membership in compliance with Section 7 herein.

Employer will begin deducting and remitting COPE donations for an Employee thirty (30) days after receipt of the form annexed to this Agreement. An Employee may alter or terminate his or her COPE contribution in compliance Section 7 herein.

Section 2. Stopping Dues Deduction. The Employer shall be relieved from making such "check off" deductions without notice from the Union upon (a) termination of Employee, or (b) transfer to a job other than one covered by the bargaining unit or (c) layoff from work, or (d) an agreed leave of absence, or (e) revocation of the check off authorization in accordance with Section 7 below. Notwithstanding the foregoing, upon the return of an Employee to work from any of the foregoing enumerated absences, the Employer will immediately resume the obligation of making said deductions.

Section 3. The Employer shall not be obligated to make dues deductions of any kind from any Employee who, during the dues month involved, shall have failed to receive sufficient wages to equal the dues deductions.

Section 4. Each month the Employer shall remit to the Union all deductions for dues and COPE contributions made from the wages of Employees for the preceding month, together with a list

of all Employees from whom dues and/or COPE deductions have been taken. Employer will also remit separate checks for COPE and for Union Dues.

Section 5. The Employer agrees to furnish the Union, each month, with the names of newly hired Employees, addresses, social security number, classifications of work, their dates of hire, and names of terminated Employees together with their dates of termination, and names of Employees on leave of absence.

Section 6. It is specifically agreed that the Employer assumes no obligation, financial or otherwise, arising out of the provisions of this Article, and the Union hereby agrees that it will indemnify and hold the Employer harmless from any claims, actions or proceedings by any Employee arising from deductions made by the Employer hereunder. Once the funds are remitted to the Union their disposition thereafter shall be the sole and exclusive obligation and responsibility of the Union.

Section 7. An Employee may terminate any authorized payroll deduction for Union Dues by sending written notice via U.S. mail to the Union during the periods not less than 30 days and not more than 45 days before either (1) the annual anniversary date of this agreement, or (2) the date of termination of the applicable contract between the employer and the Union. This authorization shall be automatically renewed from year to year unless the Employee revokes it in writing during the window period described.. The written notice must be submitted to Local 199, The Union will promptly notify the Employer of the termination of dues deduction. An Employee may terminate COPE deductions by notifying the Union via U.S. mail. The Union will promptly notify the Employer of the termination of dues deduction.

## ARTICLE XXIV

### INFORMATION AND LABOR-MANAGEMENT COMMITTEE

Section 1. Information. Upon request in each instance for the purposes of investigating a potential grievance, the Employer will email to the Union offices copies of all disciplines, suspensions and terminations as soon as practicable after an employee has received discipline. In addition, the Employer will provide all witness statements and other legally permissible materials relied upon to discipline an employee. The Union may request additional information as needed to investigate the grievance, including but not limited to a complete copy of an employee's personnel folder.

Section 2. LMC. A labor-management committee is established which shall meet on a monthly basis to discuss issues of mutual concern. The committee shall consist of the Administrator or their designee, the Director of Nursing or their designee and one other management representative, and three Employee representatives.. Issues include, but are not limited to, improvement of resident care, increased efficiency, scheduling and best utilization of the work force. The committee would not be a negotiating committee and would have no authority to amend the contract. It is the duty of both the Employee committee members and Employer committee members to work together to ensure the committee meets as often as necessary.

## ARTICLE XXV.

### UNIFORMS

Section 1. The Employer will supply three uniforms in good repair to those Employees, other than probationary Employees and nurses, it requires to wear them. It will also make necessary and reasonable replacements and/or repairs, at its discretion, when such uniforms are damaged in the performance of the Employee's job duties. Employees shall wear the uniforms during working hours, maintain them in a clean and presentable manner, and be liable for any loss or damage caused by negligence. All uniforms remain the property of the Employer and will be promptly returned upon termination of employment and prior to issuance of the final pay check.

Section 2. Present Employees shall have the option of providing their own uniforms so long as they meet the Employer's standards concerning color, style and appearance.

## ARTICLE XXVI.

### FAMILY AND MEDICAL LEAVE

Section 1. Compliance. The Employer will comply with the provisions of the federal Family and Medical Leave Act.

Section 2. Use of PTO/Sick/Vacation Benefits. Employees may use any unused PTO vacation or sick leave if they wish to be paid for all, or some portion, of FMLA leave. Employees must use their paid accrued sick leave first.

## ARTICLE XXVII.

#### 401(k) Plan

The Employer shall offer any 401(k) Plan that it maintains to all other eligible employees. The Employer retains the right to change or amend the plan in its sole discretion; provided, however, it shall first give the Union thirty (30) days advance notice thereof. If the Employer decides to discontinue the plan, the Employer will give thirty (30) days advanced notice and negotiate with the Union.

### ARTICLE XXVIII

#### EVALUATIONS

Management will endeavor to evaluate the Employees' performance in writing on or about the Employees' anniversary date and at least annually thereafter. The emphasis will be to constructively review the employees' strengths and weaknesses and to set job performance goals. The manager will cite specific examples for all strengths and weaknesses. The review promotes better understanding between the employee and supervisor. Any Employee may submit a written self-evaluation and it will become part of his/her personnel record as well as the three evaluation forms. An Employee who has received an evaluation may ask the manager to review the cited weaknesses and performance goals six (6) months after the evaluation to reassess the Employees' performance in these areas. The manager will reassess the evaluation and give constructive feedback to the Employee.

### ARTICLE XXIX

#### DRUG TESTING

The Handbook policy on Drug Testing and the Substance Abuse and Anti-drug Policy applies to all Employees except the Employer will give all Employees and the Union sixty (60) days notice if a random drug testing program will be implemented.

### ARTICLE XXX

#### DISCIPLINE

The Employer shall have the right to discipline, reprimand, suspend or discharge Employees for just cause.

## ARTICLE XXXI

### ATTENDANCE

Section 1. Late or Absent. If an Employee is going to be late for work, the Employee must notify their supervisor as soon as possible.

If an Employee is going to be absent from their shift for any reason, they must notify their supervisor at least four (4) hours before the start of their shift (unless there are extenuating circumstances on a case-by-case basis as approved by the Administrator). An employee who fails to notify in advance as described above his/her supervisor of an absence and does not show up for his/her shift will be considered to have voluntarily resigned. The Employee must give their supervisor the reason for the absence.

Section 2. Process. Unless there are emergency circumstances, the Employee must call and attempt speak with their supervisor personally – others may NOT call the supervisor on Employee's behalf.

The Employee must call your supervisor each day of their absence. Any absence for illness in excess of three (3) days (including those Employees who are grandfathered under the Sick-pay provision but who have no remaining sick days in their account and PTO-eligible employees), will require a physician's note and may require a medical release before the employee returns to work.

An Employee has a limit of six days in a rolling 12-month period that can be covered by a doctor's note. Those absences are considered excused and are not subject to the discipline described below. The Employee must still follow the notice provisions above for absences with a doctor's note. This provision does not apply to FMLA-related absences that are considered excused subject to the provisions of the Act.

Section 3. Disciplines for Attendance Violations. In a 12-month rolling period, unexcused absences will be subject to discipline in the following manner:

- Two (2) absences within 365 days days will result in a verbal warning
- Four (4) absences within 365 days days will result in a written warning
- Five (5) absences within 365 days days will result in a final written warning
- Seven (7) absences within 365 calendar days will result in termination

Tardiness is defined as anytime you clock in after five (5) minutes of your scheduled work time. Being tardy more than three (3) times in 180 days will be considered excessive tardiness and will result in disciplinary action.

Three (3) tardiness occurrences in 180 days will also be equal to one (1) absence.

During an employee's first ninety (90) days, two (2) absences will result in termination.

The Employer may discipline for missed punches (clocking in or clocking out). Any disciplinary action for missed punches will be based on a rolling twelve-month period.

- Three occurrences in a twelve-month period will result in a written warning.
- Four occurrences in a twelve-month period will result in a three-day suspension.
- Five occurrences will result in a termination.

Section 4. Exemptions. Employees who are sent home by clinical staff to protect the health of residents will not be disciplined for violation of attendance policies.

Section 5. Attendance Bonus. At the end of each defined pay period (14 days), Employees who have been at work and on time for all their scheduled shifts will be paid an attendance bonus of thirty-five (35) cents per hour for all hours worked. The attendance bonus will be paid only on hours worked. Mandatory in services and staff meetings scheduled at least one week in advance are included in the bonus pay. If an employee does not fulfill their obligations of an approved trade, both Employees will be disqualified from receiving the attendance bonus for that pay period.

## ARTICLE XXXII

### TERMINATION

This Agreement shall be effective July 10, 2019 and shall continue in force until midnight July 9, 2022, and from year to year thereafter unless written notice of a desire to cancel or modify the Agreement is served by either party upon the other at least sixty (60) days prior to the date of expiration.

**IN WITNESS WHEREOF**, the parties hereto have caused this Agreement to be executed by their officers and representatives there unto duly authorized on the day, month, and year first hereinabove written.

For BETTENDORF HEALTHCARE  
MANAGEMENT LLC:

  
\_\_\_\_\_

CEO  
\_\_\_\_\_

8-9-19  
\_\_\_\_\_

For SEIU LOCAL 199

/s/ Cathy Glasson 8/12/19  
\_\_\_\_\_

Local President

  
\_\_\_\_\_

Chief Negotiator

Negotiating Team Members

  
\_\_\_\_\_

  
\_\_\_\_\_